

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

ORIGINAL

IN THE MATTERS OF)

NORCOM COMMUNICATIONS CORPORATION)
ASS'N FOR EAST END LAND MOBILE COVERAGE)
LMR 900 ASSOCIATION OF SUFFOLK)
METRO NY LMR ASSOCIATION)
NY LMR ASSOCIATION)
WIRELESS COMM. ASSOCIATION OF SUFFOLK COUNTY)

WTB DOCKET NO. 98-181

RECEIVED

JAN 14 1999

TO: WIRELESS TELECOMMUNICATIONS BUREAU

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

RESPONSE TO REQUEST FOR ADMISSIONS

Norcom Communications Corp. ("Norcom"), by its attorneys and pursuant to section 1.246(b) of the rules and regulations of the Federal Communications Commission ("FCC" or "Commission"), 47 C.F.R. § 1.246(b) (1997), hereby responds to Request For Admissions ("Request"), filed by the Wireless Telecommunications Bureau ("Bureau") on December 3, 1998.¹ The Request states that each Request for Admissions which refers to the "Associations" has five (5) subparts, and should be answered as it pertains to each of the Associations. In the interest of administrative efficiency, Norcom hereby submits one response to questions pertaining to the Associations. Except as otherwise noted, Norcom's answers to the questions regarding each of the Associations is the same.

The responses are provided by Douglas Nopper, currently the sole shareholder of Norcom. Because Douglas Nopper was a college student living primarily in the area of Albany, New York, at the time the licenses for the Associations were obtained, the following

¹ The deadline for responding to the Bureau's Requests for Admission was extended by Order, FCC 98M-129, released December 16, 1998.

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answers constitute Douglas Nopper's knowledge, derived from his experience, and Norcom's records.

1. Object. The assertion does not identify which of the funds advanced by Norcom pursuant to its Management Agreement with the Associations should be considered "start up" funds.

2. Object. See above.

3. Admit. However, any such payments are considered advances by Norcom to the Associations and the Associations are obligated to re-pay Norcom pursuant to the Management Agreement between Norcom and the Associations.

4. Admit. See above.

5. Object. The Associations are unformed entities under N.Y. law. Pursuant to the Management Agreement between Norcom and the Associations, Norcom advanced payment to attorneys responsible for prosecuting the applications which led to the Associations' licenses. The question also assumes that legal fees were paid for "construction of each station."

6. Object. See above.

7. Object. This response is submitted by Douglas Nopper, President of Norcom. Douglas Nopper cannot state whether the alleged actions, if taken by Robert Nopper, were taken in his individual capacity or otherwise.

8. Object. See No. 7.

9. Object. See No. 7.

10. Object. See No. 7.

11. Object. The factual assertion assumes the validity of Nos. 7-10, for which Norcom has submitted an Objection.

12. Object. See No. 11.

13. Object. See No. 7.

14. Object. See No. 7.

15. Object. See No. 7.

16. Object. See No. 7.
17. Admit.
18. Deny.
19. Admit.
20. Deny.
21. No knowledge to admit or deny.
22. No knowledge to admit or deny.
23. No knowledge to admit or deny.
24. Admit. The Commission was informed of this fact in 1991 – 7 years ago. The same mailing address is used today.
25. Neither admit nor deny. Norcom employs its office equipment to perform functions on behalf of the Associations, as required by the Management Agreement between Norcom and the Associations.
26. Neither admit nor deny. Norcom employs its personnel to perform functions on behalf of the Associations, as required by the Management Agreement between Norcom and the Associations.
27. Admit.
28. Object. The assertion does not identify the entity (either the reseller or the Associations) that allegedly had profits or acted on a cost shared basis.
29. Object. The assertion does not identify the entity (either the reseller or the Associations) that allegedly had profits or acted on a cost shared basis.
30. No knowledge to admit or deny.
31. Deny. Norcom has never sold airtime over stations licensed to the Associations.
32. Deny. See No. 31.
33. Deny. See No. 31.
34. Object. The factual assertion calls for Norcom to reach a legal conclusion.

35. Deny. Norcom's use of the Associations' facilities and equipment is limited by the Management Agreement.

36. Object. The assertion does not specify the definition of a "policy decision."

37. Deny.

38. Admit for attorney and engineer pursuant to the Management Agreement between Norcom and the Associations. No knowledge to admit or deny for accountant.

39. Admit. Pursuant to the Management Agreement between Norcom and the Associations, Norcom invoices users and intermediaries and pays a few monthly recurring expenses.

40. Deny.

41. Object. The assertion assumes that the Associations have made profits.

42. Object. The assertion assumes that the Associations have made profits.

43. Deny.

44. Admit.

45. Object. The assertion requests that Norcom compare two or more legal instruments and reach a legal conclusion as to whether they are "similar or identical."

46. Deny.

47. No knowledge to admit or deny.

48. Deny for LMR 900 Association of Suffolk; admit for remainder of Associations.

* * *

Respectfully submitted,

NORCOM COMMUNICATIONS CORPORATION

By: Douglas Nopper
Douglas Nopper

CERTIFICATE OF SERVICE

I, Russ Taylor, certify that I have this 14th day of January, 1999, caused to be sent by hand delivery, a copy of the foregoing Request to the following:

Honorable John M. Frysiak
Administrative Law Judge
455 12th Street, SW
Room 1-C861
Federal Communications Commission
Washington, D.C. 20554
(by facsimile only)

Judy Lancaster
Federal Communications Commission
Wireless Telecommunications Bureau
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Room 8308
Washington, D.C. 20554
Counsel for Wireless Telecommunications Bureau
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Rosslyn, VA 22209-3801
(by facsimile only)

A handwritten signature in black ink, appearing to be "RC29", written over a horizontal line.